महाराष्ट्र निसर्ग पर्यटन विकास मंडळ, नागपूर अतंर्गत करावयाचे पर्यटन विकास कामाकरिता आर्किटेक्ट कंन्सलटंन्सी फर्म यांचे पॅनल तयार करणेबाबत.

महाराष्ट्र शासन

महसूल व वन विभाग

शासन निर्णय क्र.डब्ल्यूएलपी-०६१७/प्र.क्र.१६७/फ-१

मंत्रालय, मुंबई ४०००३२

दिनांक:- २० डिसेंबर, २०१८.

वाचा :- १. शासन निर्णय क्र. डब्ल्यूएलपी-२०१२/प्र.क्र.३०९/फ-१, दिनांक ०९.११.२०१२.

२. शासन निर्णय क्र. डब्ल्यूएलपी-०४१५/प्र.क्र.१०६/फ-१, दिनांक ०८.१२.२०१५.

३. प्रधान मुख्य वनसंरक्षक (वनबलप्रमुख), महाराष्ट्र राज्य, नागपूर यांचे पत्र क्र.कक्ष-२/योजना/मनिपविमं/४६५/१७-१८, दि.२७.१०.२०१७.

४. व्यवस्थापकीय संचालक, महाराष्ट्र निसर्ग पर्यटन विकास मंडळ, नागपूर यांचे पत्र क्र.कक्ष-२/योजना/५८१/२०१७-१८, दिनांक १३.१२.२०१७.

प्रस्तावना :-

पर्यटन क्षेत्रातील आर्थिक संधी व रोजगार निर्माण क्षमता लक्षात घेता निसर्ग पर्यटन विकास करणे, वनावर अवलंबून असलेल्या स्थानिक ग्रामस्थांच्या उपजीविकांची संधी वाढविणे व निसर्ग शिक्षणाचे प्रसार करणे इत्यादी कामे संतुलित व समन्वयरित्या अंमलबजावणी करणेसाठी महाराष्ट्र निसर्ग पर्यटन विकास मंडळाची स्थापना करण्यात आली आहे. राज्यस्तरीय पर्यटन योजना, जिल्हा विकास निधी तसेच इतर स्त्रोतातून प्राप्त निधीतून वन क्षेत्रांमध्ये पर्यटन विकासाची कामे केली जातात. या कामामध्ये प्रकल्पाचे नियोजन, प्रकल्प अहवाल तयार करणे, अंदाजपत्रके तयार करणे, तसेच प्रकल्पाला मान्यता प्राप्त झाल्यानंतर प्रकल्पाचे कामांवरती देखरेख करणे इत्यादी कामांकरीता खाजगी वास्तु शास्त्र (Architect Consultancy Firms) यांची नेमणूक केली जातात. अशा नेमणूकीकरीता प्रत्येक प्रकल्पाकरीता स्वतंत्र निवीदा प्रक्रीया राबविणे ऐवजी अशा प्रकारची सेवा देणा-या उत्कृष्ट कंपन्यांना महाराष्ट्र निसर्ग पर्यटन विकास मंडळ चे वास्तू शास्त्र सल्लागार पॅनलवर नेमणूक करण्याची बाब शासनाचे विचाराधीन होती.

शासन निर्णय :-

१. महाराष्ट्र निसर्ग पर्यटन विकास मंडळ नागपूर यांचे पॅनलवर खालील १५ वास्तुशास्त्र सल्लागारांची नियुक्ती करण्यास शासन मान्यता देण्यात येत आहे:-

1	AJ ARCHITECTS & INTERIOR DESIGNERS PRIVATE LIMITED, 07 ASAMANT, 2ND FLOOR, KARVE ROAD, ERANDAWANE, PUNE-411004.
2	ANJ POER TECH. PVT.LTD., FF 01 INDIABULLS MEGAMALL, AKOTA-JETALPUR ROAD, SAYAJIGUNJ, VADODARA-390020
3	AREA, SHOP NO.4, BUILDING NO.B12, PASCHIMA NAGARI SOCIETY, KOTHRUD, PUNE-411038.
4	ASHFAQUE AHMED CONSULTANCY SERVICES PVT. LTD., 289,NEW COLONY, SADAR, NAGPUR-440001.
5	CREATIVE CIRCLE, 31 EAST SHANKAR NAGAR, NAGPUR
6	EVOLUTION DESIGN STUDIO, C-505, BALAJI TOWERS, VASHI SEC-30, NAVI MUMBAI-400705.
7	GLOBAL ENGINEERING SERVICES, 607, MAYURESH COSMOS, SECTOR-11, CBD BELAPUR, NAVI MUMBAI-400614
8	GRASSROOTS RESEARCH AND CONSULTANCY, 13 CASTLE HOUSE, 56 SHERE-PUNJAB SOCIETY, MAHAKALI CAVES ROAD, ANDHERI EAST, MUMBAI 400093.
9	MITIMITRA CONSULTANTS PVT.LTD., 2-SAMPADA APPARTMENT, FLAT NO.395, AND 396, OFF SENAPATI BAPAT ROAD, BHAMBURDA, PUNE-411016.
10	NISHANK GROUP, 19, GANGOTRI, ZP COLONY, INDIRA NASHIK-422009.
11	SNG ASSOCIATE (NAYAN NISTANE), BLOCK NO.204, SECOND FLOOR, IMPERIAL PLAZA, MONDAY MARKET, SITABULDI, NAGPUR-440012.
12	SPACE ACE, V-20A/5, DLF PHASE-III, GURGAON-122002.
13	TAKSHA CONSULTANTS, 7, PRATIK CHS, VEER SAVARKAR MARG THANE 400602
14	TRIKAYA DESIGNERS, FLAT NO.2, SHREEKAMAL, 24 SHARDASHRAM COLONY, NIRALA BAZAR-PAITHAN GATE ROAD, AURANGABAD-431001.
15	UNISON PROJECT MANAGEMENT PVT.LTD., 11-12, BUILDING NO.3, S.D.C.AREA, POORNA NAGAR COMPLEX, CHIKHALI, PIMPRI, PUNE-411019.

२. सल्लागार नियुक्तीचा कालावधी :

२.१ महाराष्ट्र निसर्ग पर्यटन विकास मंडळ नागपूर यांचे पॅनलवर वास्तु शास्त्र सल्लागारांची नियुक्ती या शासन निर्णयाचे दिनांकापासून ३ वर्षाकरीता राहील.

२.२ पॅनल समाप्त होण्याआधीच सेवेचे कार्यप्रदर्शन प्रमाणे पॅनेल रद्द करण्याचे अधिकार व्यवस्थापकीय संचालक, महाराष्ट्र निसर्ग पर्यटन विकास मंडळ, नागपूर यांना राहतील.

२.३ निवडसूची वरील सल्लागारामार्फत दिल्या गेलेल्या सेवामध्ये तांत्रिक दोष आढळल्यास तसेच अव्यवहार्य प्रकल्प तयार करणे, योग्य सर्वेक्षण, अन्वेषण न करणे, ठराविक मुदतीत काम पूर्ण न करणे असे आढळल्यास निवडसूची मधील नाव रद्दबातल करण्याचे अधिकार व्यवस्थापकीय संचालक, महाराष्ट्र निसर्ग पर्यटन विकास मंडळ यांना देण्यात येत आहेत.

३. निवडसूचीवरील सल्लागारांची सरळनियुक्ती (Direct appointment of Empanelled list):-

३.१ निवड सूचीवरील सल्लागारांची नियुक्ती करण्याकरिता महाराष्ट्र निसर्ग पर्यटन विकास मंडळ किंवा वन विभागाचे अपर प्रधान मुख्य वनसंरक्षक / मुख्य वनसंरक्षक हे सल्लागारांचे यादीमधील किमान ३ सल्लागारांकडून दरपत्रके (Quotation) प्राप्त करुन घेतील व त्यापैकी सर्वात कमी दर देणा-या सल्लागारास कामे आवंटीत केले जातील.

३.२ निवडसूचीवरील सल्लागारांची सरळनियुक्ती करण्याचे अधिकार खालीलप्रमाणे असतील :-

अ.क्र	सक्षम अधिकारी / प्राधिकारी	सर्वसाधारण सल्लागार सेवा शुल्क
१	२	३
१.	वनसंरक्षक / उपवनसंरक्षक/ उपसंचालक / विभागीय वन अधिकारी (प्रादेशिक / वन्यजीव)	रुपये १५.०० लाख पर्यंत (प्रत्येक प्रकरणी)
२.	अपर प्रधान मुख्य वनसंरक्षक (वन्यजीव) / मुख्य वनसंरक्षक (प्रादेशिक)	रुपये २५.०० लाख पर्यंत (प्रत्येक प्रकरणी)
३.	सचिव (वने)	रुपये ५०.०० लाख पर्यंत (प्रत्येक प्रकरणी)
४.	सचिव (वने) वित्त विभागाच्या सल्ल्यानुसार	रुपये ५०.०० लाख पेक्षा जास्त (प्रत्येक प्रकरणी)

३.३ वास्तु शास्त्र कंपनी ज्यांना काम दिले आहे त्यांना महाराष्ट्र निसर्ग पर्यटन विकास मंडळ, नागपूर, वन्यजीव क्षेत्राचे अपर प्रधान मुख्य वनसंरक्षक / मुख्य वनसंरक्षक (प्रादेशिक) यांच्याशी प्रत्येक्ष कामाकरिता स्वतंत्र करारनामा करावा लागेल. सल्लागारांसोबत करावयाचे करारनाम्याचा उदाहरणात्मक मसूदा सोबतचे परिशिष्ट- अ मध्ये जोडलेला आहे.

३.४ एका सल्लागारास एकाच वेळी व एका आर्थिक वर्षात रु.१.०० कोटी पेक्षा जास्त सल्लागार शुल्क किंमतीची कामे देण्यात येऊ नयेत.

३.५ सल्लागार शुल्क मुळ प्रकल्प किंमतीच्या टक्केवारीवर आधिरित असल्यास, सदर सल्लागार शुल्क एक रक्कमी निश्चित करण्यात यावे व तेच अंतिमत: सल्लागारास देय राहील. प्रकल्प किंमतीत कितीही वाढ झाली तरी सल्लागार शुल्कात कुठलीही वाढ देय होणार नाही अशी अट सल्लागाराच्या RFO व RFP मध्ये नमूद करावी. तथापि, काम वाढल्यास पूर्वी मान्य झालेल्या शुल्कामध्ये संपूर्ण प्रकल्पाचे काम करण्यात येईल अशी अट सल्लागाराच्या करारनाम्यामध्ये नमूद करण्यात यावी.

३.६ निसर्ग पर्यटन प्रकल्प राबविण्याकरिता सल्लागाराकडून प्राप्त वास्तुविशारद रेखाचित्र व प्राथमिक डिझाईन राज्य निसर्ग पर्यटन धोरणाशी सुसंगत असल्याबाबतची खात्री केल्यावरच महाराष्ट्र निसर्ग पर्यटन विकास मंडळ, नागपूर , वन्यजीव/प्रादेशिक क्षेत्राचे अपर प्रधान मुख्य वनसंरक्षक/ मुख्य वनसंरक्षक यांनी त्यास मान्यता द्यावी.

४. निवड सूचीमधून सल्लागारांची नियुक्ती करावयाची नसल्यास जाहिर निविदेव्दारे नियुक्ती करण्याची मुभा महाराष्ट्र निसर्ग पर्यटन विकास मंडळ किंवा अपर प्रधान मुख्य वनसंरक्षक अथवा मुख्य वनसंरक्षक यांना राहील. त्याबाबत वर्तमान पत्रात मोठया प्रमाणात प्रसिध्दी देवून इच्छुक सल्लागारांकडुन खुले स्पर्धात्मक दरपत्रके अर्हता अटीसह बोलाविण्यात येईल. स्वतंत्र प्रकल्पाकरीता प्रकल्पनिहाय RFP तयार करुन त्यास व सल्लागारांच्या अंतिम नियुक्तीला प्रशासकीय विभागाची मंजूरी आवश्यक राहील.

५. महाराष्ट्रातील गड व किल्ले यासारख्या पूरातत्व विभागाच्या अधीन असलेल्या क्षेत्रातील कामाचे नियोजन करतांना पुरातत्व विभागाने त्यांचे पॅनलवर नियुक्त केलेल्या वास्तू शास्त्र सल्लागारांचा सल्ला घेवूनच कामे करणे बंधन कारक राहील.

६. उद्योग, उर्जा व कामगार विभागाच्या दिनांक ०१.१२.२०१६ च्या शासन निर्णयामधील मर्यादित निविदा / निर्बंधित निविदा संबंधित तरतूदीनुसार सदर कार्यवाही करण्यात यावी.

सदर शासन निर्णय विधी व न्याय विभागाच्या सहमतीने व वित्त विभागाच्या अनौपचारीक संदर्भ क्रमांक २९९/व्यय-१० दिनांक१४.१२.२०१८ अन्वये दिलेल्या मंजूरीनुसार निर्गमित करण्यात येत आहे.

सदर शासन निर्णय महाराष्ट्र शासनाच्या *www.maharashtra.gov.in* या संकेतस्थळावर उपलब्ध करण्यात आला असून त्याचा संकेताक २०१८१२२०१७२९००१२१९ असा आहे. हा आदेश डिजीटल स्वाक्षरीने साक्षांकित करुन काढण्यात येत आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

Sujay Dodal

Digitally signed by Sujay Dodal
DN: CN = Sujay Dodal, C = IN, S = Maharashtra, O = Government Of Maharashtra, OU = Revenue and Forest Department
Date: 2018.12.20 17:42:12 +05'30'

(सुजय दोडल)
सह सचिव (वने)
महसूल व वन विभाग

प्रति :-

१. प्रधान मुख्य वनसंरक्षक (वन बल प्रमुख), महाराष्ट्र राज्य, नागपूर.
२. प्रधान मुख्य वनसंरक्षक (वन्यजीव), महाराष्ट्र राज्य, नागपूर.
३. अपर प्रधान मुख्य वनसंरक्षक (वन्यजीव) पुर्व, नागपूर.
४. व्यवस्थापकीय संचालक, महाराष्ट्र निसर्ग पर्यटन विकास मंडळ, नागपूर.
५. फ-१ कार्यासन (निवडनस्ती), महसूल व वन विभाग, मंत्रालय, मुंबई-३२.

****

CONTRACT AGRREMENT FOR PROVIDING CONSULTANCY SERVICES FOR ------------------------ -- IN ECO TOURISM PROJECT---------------------------

between

(name of the employer)

and

(name of the consultant)

Dated :

This agreement (“Contract”) is entered into on this -----day of----, 20-------

Between Governor of Maharashtra acting through the Chief Conservator of Forest----------------- Circle, (hereinafter referred to as “Employer” which expression shall unless repugnant to the context or meaning thereof mean and include its successors, administrators or assign) of the First Part; and

-- , having its registered office at ---, acting through its authorized representative (hereinafter referred to as “Consultant” which expression shall, unless repugnant to the context thereof, include its successors and permitted assigns), of the second part;

The ' Employer' and 'Architectural Consultant ' individually referred to as “the Party” and collectively referred to as “Parties”.

WHEREAS

(a) The Architectural Consultant, having represented to the “Employer” that it has the required professional skills, personnel and technical resources, has offered to provide its services in response to the letter issued by the Employer;
(b) The “Employer” has accepted the offer of the Architectural Consultant to provide the services on the terms and conditions set forth in this Contract.

NOW THEREFORE IT IS HEREBY AGREED BETWEEN THE PARTIES AS UNDER

Article 1 : Definitions

1.1 Definitions

The following terms shall have the meanings hereby assigned to them for the purposes of this Agreement unless defined otherwise.

“Approval” shall mean written instructions, directions and consent provided by competent authorities of Employer from time-to-time relating to the Project.

“Agreement” or “Contract” shall mean this agreement including the Annexure hereto and any amendments made thereto in accordance with the provisions contained in this agreement.

“Consortium” shall mean the consortium led by the Architectural Consultant.

" Consultant " shall mean the Architectural Consultant

“Contractor” means any Architectural Consultant or agencies appointed by Officer in charge for carrying out construction of or supply for the Project.

“Core Group” means the group constituted by Employer comprising of senior officials from associated departments/agencies for discussions and providing prompt clearances for utility diversion proposals and also day to day administrative decisions, for smooth execution of the project.

“Detailed Estimated Cost” shall means the cost estimate based on the detailed design drawings.

“Employer” means the Chief Conservator of Forest------------------ Circle.

“Officer-in-charge” shall mean representative of Forest Department for Government of Maharashtra. He may be Deputy Conservator of Forest----------Division or any equivalent officer appointed by the Employer.

“CCF” means the Chief Conservator of Forest of any Territorial/ Wildlife area.

“Liquidated Damages (LD) “ : to settle the issue of payment in case of default or otherwise on account of termination of the project.

“Month” shall mean calendar month.

“Project” shall means Providing consultancy services for Eco-tourism Projects in the State of Maharashtra.

“Project Contract” shall means any/all contract(s) to be entered into with the Contractors.

“Site” shall mean the land and other areas required for execution of the Project.

“Lead partner”: shall mean the member of the consortium duly nominated/authorized by all members of that consortium as a lead partner.

Article 2 : OBLIGATIONS OF ARCHITECTURAL CONSULTANT

2.1 Standard of Performance

The Architectural Consultant shall perform its services and carry out its obligations hereunder with due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall always observe sound management practices. It shall cause to be employed appropriate advanced technology and safe and effective equipment, machinery, materials and methods in connection with the Project at all stages of the Project. The Architectural Consultant further covenants with Employer to furnish its best skill, care, diligence, and judgment in the rendition of all services under this Agreement which shall be no less than that exercised by any Architectural Consultant of good reputation performing work for

projects of a size, scope and complexity similar to the Project and to further the interest of Employer at all times through efficient business administration, management and construction management services.

2.2 Standard of Care

Architectural Consultant acknowledges the relationship of trust and confidence established between the Architectural Consultant and Employer by this Agreement. Accordingly, the Architectural Consultant acts shall be consistent with this relationship. The Architectural Consultant shall always act, in respect of any matter relating to this Agreement, as an honest and faithful adviser to Employer. The Architectural Consultant shall at all times support and safeguard Employers legitimate interests in any dealings with the Contractor or other third parties.

2.3 Personnel, Sub-Agencies and Consortium Members

2.3.1 The Architectural Consultant shall employ such qualified and experienced personnel as are required to perform its services hereunder in a proper, effective and timely manner. The Architectural Consultant shall employ, in connection with the Project, only such personnel as are acceptable to Employer if required, the Architectural Consultant shall submit to Employer for written approval the biographical data of all such personnel. If Employer does not object in writing (stating the reasons for the objection) within thirty (30) calendar days from the date of receipt of such biographical data, such personnel shall be deemed to have been approved by Employer. The Architectural Consultant shall make changes in its personnel only with the advance, written permission of Employer which shall not be unreasonably withheld. Employer may require the Architectural Consultant to remove from the work/Project any of its approved personnel in respect of whom the Employer develops a reasonable objection and thereupon the Architectural Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications acceptable to Employer, such replaced person to be inducted only after written approval by Employer. If employer finds that any of the Architectural Consultant personnel has committed (i) serious misconduct or has been charged with having committed any criminal act, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Architectural Consultant shall, at Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to Employer.

2.3.2 The Architectural Consultant shall employ only such sub-agencies that have been named and identified in its proposal submitted in response to

letter from employer. The engagement of any sub-Consultant by the Architectural Consultant shall not relieve the Architectural Consultant of any of its obligations under this Agreement.

2.4 Adherence to Law

The Architectural Consultant shall perform the work/services under this Agreement in accordance with the applicable laws, by-laws, rules, regulations, etc. and shall also ensure that any sub-agencies, as well as any personnel of the Architectural Consultant and/or sub-agencies and agents, comply with the applicable laws, bye-laws, rules, regulations etc. However, this shall not be deemed to be waiver of the immunity and privileges accorded to agencies/bodies/entities under the laws of the Union of India.

2.5 Architectural Consultant not to benefit from Commissions Discounts, Etc.

The remuneration of the Architectural Consultant specified at Article 4 of this Agreement shall constitute the Architectural Consultant sole remuneration in connection with this Agreement and the Project. The Architectural Consultant shall not accept for its own benefit any trade commission, discount or similar payment in the discharge of its obligations hereunder and similarly the Architectural Consultant shall ensure that its personnel, agents, sub-agencies shall not receive any such additional remuneration. The Architectural Consultant shall at all times perform its responsibilities hereunder in the best interest of Employer. Any discounts or commissions obtained by the Architectural Consultant in exercise of its responsibilities hereunder, whether from sub-agencies, Contractor or any third parties shall be to the account of Employer.

2.6 Liability of Insurance:

2.6.1 Liability of the Consultant:

a) The Consultant(or on the part any person or firm acting on behalf of the consultants in carrying out the services**)** shall only be liable to pay compensation to the Employer arising out of or in connection with the Agreement if a breach of Articles 2.1, 2.2, 2.3, 2.4, 2.5 above is established against him.

b) **Compensation**: If it is considered that the Consultant is liable to the Employer, compensation shall be payable only on the following terms :

i) Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach, but no otherwise.

ii) In any event, the amount of such compensation will be limited to the amount specified in Clause 2.6.1(d) below.

iii) If Consultant is considered to be liable jointly with third party, the compensation payable by him shall be limited to the amount specified in Clause 2.6.1(d) below.

c) Duration of Liability : The Consultant shall be considered liable for any loss or damage caused to the employer resulting from any occurrence if a claim is formally made on him before the expiry of this period which will be reckoned from the date of work order to the completion of defect liability period or the claims/court cases are settled whichever is later.

d) Limit of Compensation (Limitation of the Consultants liability toward the Employer) :

A) In case of gross negligence or willful misconduct on the part of Consultants or on the part of any person or firm acting on behalf of the consultants in carrying out the services, the consultants with respect to damage caused by the consultants to the Employers property, shall be liable to the Employer for any direct or consequential loss or damage to the extent as below:

a) 20% of the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or

b) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (a) or (b) is higher.

B) This limitation of liability shall not affect the Consultants liability, if any, for damage to third parties caused by the Consultants to cover such a liability, if any, for damage to third parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the services.

2.6.2 Insurance and other liabilities to be taken out by the Architectural Consultant**:**

The Architectural Consultant **shall :**

(i) Take out and maintain, and shall cause any sub-consultant to take out and maintain their (or the sub- Architectural Consultants as the case may be) own cost insurance against the risks, and for the coverage, as specified in (a) to (c) below:

(a) Third party motor vehicle liability insurance as required under Motor Vehicles operated in India by the Architectural Consultant or its personnel or any sub Architectural Consultant or its personnel for the period of this Agreement.

(b) Officer-In-charge liability and workers compensation insurance In respect of the personnel of the Architectural Consultant and of any sub Architectural Consultant, in accordance with relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health accident, travel or other insurance as may be deemed appropriate by Architectural Consultant, and

(c) Insurance against other risks that Architectural Consultant may consider reasonably appropriate.

(ii) At Officer-in-charge's request, provide evidence to Officer-in-charge showing that such insurance has been taken out and maintained and that the current premium thereof has been paid.

(iii) The employer shall not have any liability in case of litigation / loss or damage to any worker(s) employed by the Architectural Consultant or contractor during the execution of the project.

2.7 Inspection

The Architectural Consultant **shall :**

(i) Keep accurate and systematic records in respect of the services rendered by it hereunder, in accordance with accepted principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof; and

(ii) Permit Employer or its designated representative periodically, and up-to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by representatives appointed by Employer.

2.8 Reporting Obligations

The Architectural Consultant shall submit to Officer in charge in connection with the Project such information, reports and documents in such form, numbers and within the time period as officer in charge may reasonably require.

2.9 Copyright : Documents prepared by the Architectural Consultant shall be the property of Employer.

All plans, drawings, specifications, designs, reports, data and documents, etc. prepared by or through the Architectural Consultant for Employer shall not be reproduced/ reused by Architectural Consultant without prior written permission of employer. The Architectural Consultant shall, upon termination or expiration of this Agreement, deliver all such plans, drawings, specifications, designs, reports, data and documents, etc. to the officer in charge, together with a detailed inventory thereof.

2.10 Architectural Consultant will assist Officer in charge to conduct the tender process (including but not limited to preparation of tender documents, approval from competent authorities, setting out post-qualification criteria, invite tenders, evaluate proposals received). Based on work requirements, Officer in charge may decide to split the entire work into more than one package.

2.11 Officer in charge shall provide necessary assistance to Architectural Consultant in preparation and submission of necessary applications with details and in making representations before the appropriate authorities for obtaining the necessary approvals/ clearances for the project.

2.12 Assist Officer-in-charge to take all necessary decisions as per the provisions of the Project Contract including approval of any variation / deviation / extra item of work/ change in scope of work/ extension of time/ price adjustment etc., for the smooth implementation of the project. However, any variation beyond 25% for any individual item of bill of quantities and beyond 10% variation of the Project Contract value shall be referred to the Competent Authority for written approval.

2.13 Officer-in-charge may undertake its obligations either on its own or may appoint any other agencies for the discharge of its obligations. However, appointment of any other agencies shall not relieve the Architectural Consultant of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this contract.

2.14 Assist Officer-in-charge to issue letter of award and to sign Project Contract with the contractor.

2.15 Scrutinize and recommend Officer-in-charge to approve the concept drawings including other submissions.

2.16 On completion of the said works, Architectural Consultant will hand over the said works to Officer in charge. For this purpose all documents required in the form of completion plans, services, etc. shall be finalized/ prepared by Architectural Consultant and handed over to Officer in charge.

2.17 Any dispute arising out of the operation of the Project Contract(s) for the subject work will be subject to arbitration as provided for in the Project Contract with the Contractor. Architectural Consultant will assist Officer in charge to defend the arbitration proceedings as best as it can and challenge the same before court, if required. For disputes attributable to Architectural Consultant no payment towards litigation expenses shall be made by Employer.

2.18 Liquidated Damages

(i) The Architectural Consultant shall be liable to pay as liquidated damages 0.25% of the fee of applicable services for delay of each week or part thereof in completing the same with respect to its stipulated schedule.

(ii) Notwithstanding anything to the contrary contained herein, in case, the Architectural Consultant fails to successfully implement the project as per the provisions of the agreement, employer shall have the right and be entitled to recover a sum equal to 10% of the Contract Value, as liquidated damages from the Architectural Consultant. The parties agree that this is a genuine pre-estimated loss that employer would suffer, in terms of loss of reputation, goodwill and faith and disruption in services to citizens, on account of the Architectural Consultants failure to successfully implement the project. The liquidated damages shall be in addition to other remedies available to Officer in charge under the agreement and applicable laws, including forfeiture of consultancy fee.

Article 3 : Obligations of Employer

3.1 Officer-in-charge agrees to provide all the requisite support to Architectural Consultant to enable carrying out the activities listed under the scope of services. Such support by Officer in charge will include sharing of all the information, records, data, reports, all drawings of existing structure and utilities, etc., prepared either by officer in charge, itself or through other Agencies/ Advisors on the Project, any other information about the Project relevant to the work being carried out under this Agreement, assigning of any Employer manpower resources whenever and wherever required and obtain/accord the necessary decisions and approvals to enable expeditious execution of the scope of services.

3.2 Handover the Project site free from encumbrances including but not limited to have the site vacated from the users/ allottees / lessee and other encroachments if any and arrange their relocation etc, as required for implementation of the Project.

3.3 For undertaking various surveys and studies, Employer shall provide peaceful access to the Project site and other facilities, etc. which may be necessary for carrying out the scope of services.

3.4 Employer shall constitute a Core Group comprising of senior officials from associated departments/ agencies for discussions and providing prompt clearances for utility diversion proposals and also day to day administrative decisions for smooth progress of works.

3.5 Designate a representative, who shall be fully acquainted with the project and has authority to communicate approvals of Project Construction Budgets, changes in the Project, render decisions promptly consistent with Project Schedule and furnish information expeditiously.

3.6 Issue all appropriate necessary request/letter/instructions for effective and prompt sanctions, approvals, permissions and other act, as may be required, by officials, agents and representatives of the respective Government departments for the implementation of the Project.

3.7 Architectural Consultant shall scrutinize bills after due verification of measurements by Officer-in-charge and recommend Officer-in-charge for further payment.

3.8 The Architectural Consultant shall be the first respondent to the Contractor(s) and any other Architectural Consultant (ies) in any dispute/ arbitration. The expenditure incurred by Architectural Consultant in defending the arbitration/ litigation cases shall be paid by the Employer.

Article 4 : Fees for Services & Payment of taxes etc.

4.1 In lieu of the Services rendered hereunder, Officer in charge shall pay the mutually agreed fees to the Architectural Consultant, as set out in the Article 17.7.2 & 17.7.3.

4.2 CCF-------------- circle shall pay due remuneration to Architectural Consultant.

4.3 All the applicable taxes shall be payable by the Architectural Consultant as per law unless otherwise specified.

4.4 All out of pocket expenses such as travel expenses/ commissions etc. shall be born by the Architectural Consultant.

4.5 Payment shall be made to lead partner of the consortium after due verification by the employer after deduction of taxes as applicable.

Article 5 : Effectiveness, Commencement, Expiry and Termination of the Agreement.

5.1 The Architectural Consultant shall make all reasonable efforts to have the Project implemented within time period of 24 months from the date of issue of work order or the date on which the site is made available to Architectural Consultant free from the encumbrances, whichever is later. However the Architectural Consultant shall not be held responsible for any delay in construction/implementation of the Project, for reasons not exclusively attributable to the Architectural Consultant.

(*The duration of project cab be changed by employer before execution of bond as per requirement of the project*)

5.2 (**The defect liability period should be 24 months**) The services of Consultant shall be available till the completion of defect liability period or the claims/ court cases are settled whichever is later.(*The defect liability period cab be changed by employer before execution of bond as per requirement of the project)*

5.3 The consultant will maintain the record of work till completion of the defect liability period and/ or till the claims and court matters pertaining to the work are settled, whichever is later.

5.4 The Consultant will also submit the certificate regarding satisfactory completion of the work before the final bill is paid by the Officer-in-charge.

5.5 If the Architectural Consultant fails to perform any of its obligations under this Contract, including carrying out of the Services, notice of suspension specifying (i) the nature of the failure and (ii) instructing the Architectural Consultant to remedy such failure/s within the period not exceeding thirty (30) days shall be issued by the Employer. If Architectural Consultant fails to comply the instructions given as above Employer shall, suspend all payments to the Architectural Consultant.

5.6 Architectural Consultant shall fulfill its obligations in accordance with this Agreement. Any unexcused delay by the Architectural Consultant in the performance of its obligations under this Agreement shall render the Architectural Consultant liable to termination of the Agreement.

Provided that the Employer may terminate this Agreement by giving written notice to the Architectural Consultant of such intended termination and specifying the effective date thereof, at least (30) thirty days before the effective date of such termination, provided, however, that the Architectural Consultant may correct/remedy or commence to correct/remedy its alleged default at any time prior to the proposed date of termination, in which event, the Termination notice may be withdrawn by Officer in charge if it is satisfied by the pace of work or correction of defects. If the Agreement is terminated by CCF ------------------ circle for cause as provided herein, the Architectural Consultant shall be paid for the services rendered till the effective date of termination and thereafter receive no further compensation.

5.7 The Architectural Consultant shall submit a calendar/work chart for execution of the project in the DPR for approval by the Officer in charge (Government of Maharashtra).

5.8 Notwithstanding anything to the contrary contained herein, upon Termination of this Agreement due to Architectural Consultants Event of Default, officer in charge shall have a right to get the project completed and/or services delivered through a third party, at the risk and cost of the Architectural Consultant. In such a case officer in charge shall retender for the remaining areas/services and the Architectural Consultant shall be liable to the employer for any excess costs for such similar services, if any.

5.9 The Employer may, by not less than (30) days written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in the paragraphs (a) to (f) of this Clause terminate this Contract.

a) If the Architectural Consultant fail to remedy a failure in the performance of its obligations hereunder, within thirty days (30) of receipt of such notice of suspension or within such further period as the employer may have subsequently approved in writing.

b) If the Architectural Consultant become (or, if the Architectural Consultant consists of more than one entity, if any of their members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidations or receivership whether compulsory or voluntary.

c) If the Architectural Consultant fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Article 6 below;

d) If the Architectural Consultant submits to the Employer a statement which has a material affect on the rights, obligation or interest of the Employer and which the Architectural Consultant know to be false.

e) If, as a result of Force Majeure pursuant to Article 11 below, the Architectural Consultant are unable to perform a material portion of the Services for a period of a not less than sixty (60) days;

f) If the Employer, in its sole discretion for any reason whatsoever, decides to terminate this Contract.

The Architectural Consultant shall be paid for the services rendered till the effective date of termination and thereafter receive no further compensation.

Article 6 : Dispute Resolution

6.1 In the event of any dispute of whatever nature howsoever arising under or out of or in relation to this Agreement that cannot be mutually resolved by the parties within 30 (thirty) days of service of written notice by one party to the other clearly setting out the dispute in question, the same shall be first settled at the level of CCF------------circle except where otherwise specified in the contract and subject to the powers delegated to him by Government under the code, rules, etc., then in force. The decision of the CCF-------------circle for the time being shall be final, conclusive and binding on the Architectural Consultant upon all questions relating to the interpretation of the terms and conditions in the proposal/Contract, or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of, or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or these conditions, or otherwise concerning the work, or the execution, or failure to execute the same, whether arising during the progress of work, or after the completion or abandonment thereof,. The Architectural Consultant may within thirty days of receipt by him of any order (with respect to the dispute) passed by the CCF----------------circle as aforesaid appeal against it to the M.D., Maharashtra Eco Tourism Development Board, Nagpur. If the Architectural Consultant is not satisfied with the order passed by the M.D., M.E.T.D.B. Nagpur as aforesaid the dispute shall be settled by way of arbitration proceedings to be conducted by Principal Chief Conservator of Forest (HoFF), Forest Department, M.S. Nagpur or by an arbitrator appointed by him and the decision of whom shall be final. The arbitration proceedings shall be held in accordance with the Arbitration and Conciliation Act, 1996, or any subsequent enactment or amendment thereto at a place at headquarter of CCF concerned in whose jurisdiction the said projects are undertaken. The language of the arbitration and the award shall be English. Subject to the foregoing, the Parties agree to subject themselves to the jurisdiction of competent local court as the case may be alone to try and adjudicate upon any matter concerning this Agreement. However, any award passed in pursuance of the arbitration proceedings may be executed by the competent court.

6.2 It is expressly agreed that the Architectural Consultant (including its sub-Agencies, contractors, agents, etc.) shall continue to perform the services uninterruptedly pending the resolution of any dispute between the Employer and Architectural Consultant, timely and satisfactory completion of the Project being of the essence of this Agreement. The submission to arbitration of any dispute arising during construction shall not delay or otherwise affect the continuing performance of the work by the Architectural Consultant.

Article 7 : Exclusions, Waiver and Amendments, etc.

7.1 Failure by any Party to enforce, at any time, any provision of the Agreement shall not be construed as a waiver of its right for enforcement of the breach of such provision or any other provision of the Agreement, or as a waiver of any continuing, succeeding or subsequent breach of any such provision or other provision of the Agreement or as a waiver of any right under the Agreement.

7.2 No amendment, modifications, or alterations of or any additions to the terms and conditions of this Agreement shall be valid unless the same are in writing and agreed to by the Parties.

7.3 This Agreement may be executed in two originals, each of which when executed and delivered shall constitute an original of this Agreement.

7.4 Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the parties, and no Party shall hold oneself out as an agent for the other Party, except with the express prior written consent of the other Party or as provided herein.

7.5 Any date or period as set out in any Article of this agreement may be extended with the written consent of the parties failing which time shall be of the essence.

7.6 Each of the rights of the Parties hereto under this Agreement are independent, cumulative, and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

Article 8 : Confidentiality

8.1 Neither Party shall disclose to anyone not a party to this Agreement any confidential or proprietary information as to the other Party's business affairs which may come to its knowledge by reason of this Agreement, including without limitation, financial, technology and business information, trade secrets, any structuring or tax structuring or tax structuring advice provided by Architectural Consultant and know-how (collectively, the "confidential information") and both parties undertake to treat all Confidential Information as strictly confidential unless it has become part of the public domain or is required to be disclosed as mandated by applicable law, regulation, legal process or regulatory authority. The obligation herein stated shall survive the termination of this Agreement.

Article 9 : Non Assignability

9.1 Subject to the provisions of this Agreement, this Agreement is personal to the Architectural Consultant and shall not be capable of Assignment, except with the prior written consent of Officer in charge. The assignment rights of the Architectural Consultant shall be subject to the transferee agreeing to be bound by the terms of this Agreement and executing a deed of adherence.

Article 10 : Governing Law

10.1 Subject to the provisions of Article 6, this Agreement shall be governed and construed in accordance with the laws of India and the Parties hereby submit to the exclusive jurisdiction of the Courts at -------------------- (Name of the city).

Article 11 : Force majeure

11.1 Force majeure means acts of God (including, but not limited to natural disaster, fire, thunder, lightening, explosion, earthquake, storm, typhoon, tornado, drought, tidal wave and flood) terrorist attacks or war (whether declared or not), invasion or an act of foreign enemy or any judgment or order of any court of competent jurisdiction or statutory authority whereby a Party is prevented from complying with its obligations under this Agreement. The period of compliance with its obligation under this agreement by the party affected by the Force Majeure event shall stand extended on day to day basis for the period during which the Force majeure event continues.

11.2 In the event of a Party (affected party) not being able to perform its obligations pursuant to this Agreement as a result of a Force Majeure event, such affected party shall give notice ("Force majeure Notice") to the other party, as provided under Article 11, of any such force majeure event as soon as reasonably practicable but not later than seven days after the date on which the affected Party knew or should have reasonably known the commencement of the Force Majeure event.

11.3 If the affected party has taken all necessary steps towards mitigating the effect of a Force Majeure event, then:

1) The obligations of the affected party shall be suspended to the extent that they are affected by the Force majeure event so long as the Force majeure event continues;

2) To the extent the performance of the obligations of the affected Party is affected by the Force Majeure event, the time period for the performance of the obligations of the affected Party shall be extended by a similar time period on a day to day basis.

11.4 Force Majeure shall not include any event, which is caused by the negligence or intentional action of a Party or such party's sub-consultant or agent or employees or, which a diligent Party could reasonably have been expected to;

(i) Take into account at the time of the conclusion of this Agreement and /or;

(ii) Avoid or overcome in carrying out of its obligations hereunder.

Article 12 : Representations and Warranties

12.1 Representations and warranties

Both the Parties to this Agreement represent and warrant to each other that;

(i) The Party is duly organized, validly existing and in good standing under the laws of India;
(ii) The Party has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
(iii) The Party has taken all necessary corporate and other action under Applicable laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement.
(iv) This Agreement constitutes the Party's legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
(v) There are no actions, suits, proceedings, or investigations pending or, to the Party's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the party under this Agreement or which individually or in the aggregate may result in any material adverse effect;
(vi) The Party has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Architectural Consultant which may result in any material adverse effect or impairment of the Party's ability to perform its obligations and duties under this Agreement.

Article 13 : Indemnity

13.1 Each Party shall indemnify and keep indemnified the other party from and against all consequences and liabilities arising out of or in any way connected with the indemnifying party's negligence, fault, nuisance,

breach and failure to perform its obligations under this Contract/ Project Contract, except to the extent that the same is attributable to a negligent or willful act or omission of the party seeking to be indemnified.

Article 14 : Scope of Services

14.1 The Consultant will perform the following services for the Project under this Agreement as described as below:

From design, to actual execution, supervision, equipment planning, training and commissioning.

14.2 Comprehensive Design services :

The Architectural Consultant shall provide comprehensive services broadly described hereinafter :

14.2.1 Conceptual design stage

The Architectural Consultant shall

(i) Be responsible for developing the Design, its arrangement, area statement, and detailed specifications, etc.
(ii) Develop a phased roadmap for integration of the whole project.
(iii) Develop integral Plan acceptable to employer.
(iv) Interact with Employer/ user Department, modify the concept design, if required, incorporating necessary changes and submit revised/ modified design with reference to the requirements given providing details of useful area, circulation area, services and broad specifications, etc.
(v) Obtain approval of final concept plan from Competent Authority.
(vi) Propose methodology for execution of work having regard to various facilities already operating at site.
(vii) Steps (i) to (vi) shall be repeated as per requirement and as directed by Officer in charge.

14.2.2 Preliminary Drawings/Design stage:

The Architectural Consultant shall

(i) Arrange clearance certificates (MPCB/CPCB/Environment/Local authority, etc.) from the concerned authorities as per requirement. The fee for such clearances will be borne by the Employer.
(ii) Prepare report on site evaluation.
(iii) Carry out detailed investigations necessary for facilitating design of various structures.
(iv) Conduct detailed survey of the project site by arranging visit to the site.
(v) Carry out surveys of all existing services in site area.
(vi) Undertake preliminary planning on the basis of approved concept design and observations of Employer.

(vii) Prepare and submit preliminary drawings, designs, specifications, etc.

(viii) Suitably modify the preliminary drawings, designs, etc. as discussed with employer.

(ix) Prepare detail estimates and obtain Technical sanction of competent authority as per PWD norms based on -------------- (Name of the region) schedules of rates and get them sanctioned from competent authority.

(x) Submit drawings to local bodies, etc. for clearance and arrange approval. The fee for such clearances will be borne by the Employer.

(xi) Obtain approval of Competent authority with regard to various specifications and finishes to be provided in the proposed buildings.

(xii) Proof checking/vetting of architectural drawings of all buildings shall be got done through core group.

(xiii) Obtain the necessary permission from competent authority/ local authority including fire and fire fighting, arrange water supply connection, drainage connection, electrical connection, and other necessary approvals, NOC's and permissions required for the project at any stage of the project. The fee for such clearances shall borne by the employer.

(xiv) Steps (i) to (xiii) shall be repeated as per requirement and as directed by Officer in charge.

14.2.3 Detailed Design stage

The Architectural Consultant shall

(i) Carry out detailed investigations necessary for facilitating design of various structures.

(ii) Prepare detailed Architectural drawings (furniture, interior, Fire fighting, HVAC, LV system, HIS, PA System, CCTV surveillance, etc.) including drawings showing details of all utilities and internal and external services, specifications after incorporating all revision with integration of all services (the details of works should be incorporated here by the employer).

(iii) Prepare complete Architectural furniture, interior, HVAC, LV System, HIS, Public address System, CCTV surveillance, and series design and drawings, working details, schedules, specifications and networking plan, data storage and analysis research, Wi-Fi, internet at specific stations, call system, fire detection, fire protection and fighting systems, water supply and sewerage details, detailed furniture layout for all units and its specification and Intelligent management system. (the details of works should be incorporated here by the employer).

(iv) Operating workflows and systems, security system, schedule of finishes, bill of quantities as per PWD schedule of rates to describe the whole project adequately and get them approved from competent

authorities and from all the local bodies, etc. The Architectural Consultant will provide 10 sets of drawings to the employer.

(v) Prepare the proposal in consonance with State Eco tourism policy 2008.

(vi) (Detailed specific scope as per project allotted should be added by concerned CCF Territorial here………..)

14.3 Bid Process Management

(i) Assisting Officer-in-charge to decide post qualification criteria of contractors.

(ii) Preparation of tender documents including specifications and bill of quantities, drawings etc. and obtain approvals to them from the competent authorities.

(iii) The Officer-in-charge will invite the tenders in standard format of percentage rate tender through wide publicity in National/State level newspapers ensuring competitiveness in addition to placing tender on the website.

(iv) The competent authority of Employer shall hold pre tender meeting in a pre determined manner and offer clarifications, any sought by the tenderers. The clarifications relating to the RFP shall be drawn up by the Officer in charge with the help of Architectural Consultant and, the same shall be issued to the intending tenderers with due approval from competent authority. The clarifications issued shall form part of the main contract document for the work.

(v) The competent authority of employer shall receive and open the tenders in the pre determined manner, on the appointed date and time, in the presence of other intending tenderers. The officers-in-charge shall thereafter issue letter of acceptance to the selected Contractors and take further necessary actions in accordance with the tender conditions.

(vi) It shall be the duty and responsibility of the competent authority regarding acceptance or rejection of the tenders received. The competent authority shall have absolute discretion to accept or reject any or all tenders without assigning any reason whatsoever and the decision of the competent authority shall be final and binding on all the parties.

(vii) The officer in charge shall execute the contract with the successful renderers through CCF-------------circle, in the format prescribed in the tender document on a stamp paper of appropriate denominations.

(viii) The government/employer in its sole discretion, at this stage, may augment/diminish the scope of work or cause to take some part of the project at a later stage.

(viii) The Government/Employer in its sole discretion, shall get the Project completed and/or services delivered through different consultant/agency from this stage onwards i.e., from the stage of preparation of Draft tender papers (DTP).

14.4 Execution stage activities

14.4.1 Execution & Commissioning

Architectural Consultant through Officers in charge shall be responsible for executing and commissioning the work and shall be responsible for getting the work done as per approved designs. Towards this the officers in charge shall engage various contractors and suppliers and enter into Project contractors with such contractors and suppliers. The Architectural Consultant shall be responsible to assist officer in charge for the soft commissioning, shakedown, final commissioning and hand over of the facility in functional order/condition to the Employer.

14.4.2 Supervision

(i) Carry out checking and verification of the setting out data for the work including lines, levels and layout to ensure conformity with the working drawings.

(ii) Initiate advance actions for handing over of site and / or issue of drawings with the help of Officer in charge.

(iii) Lay down a proper quality assurance system and ensure conformity to the same by the Contractor, including deputing an exclusive quality control/ quality assurance engineer at site of work for all engineering and construction activities.

(iv) Review and approve the construction methods proposed by the contractor for carrying out the works to ensure that these are satisfactory with particular reference to the technical requirements, project implementation schedule and environment aspects as well as safety of works, personnel and the general public.

(v) Regular monitoring of the installations, personnel etc., and ensure the adequacy in accordance with the terms and conditions of the contract.

(vi) Review contractors work programme, suggest modifications, if any, and approve the work programme after a careful study keeping in view the overall interest of the project.

(vii) Direct the Contractor to carry out all such works or to take necessary actions as may be necessary to avoid or to reduce the risk in case of

any emergency affecting the safety of life or of the works or of the adjoining property and advice the officer in charge thereof as soon thereafter as is reasonably practicable, including deployment of a safety engineer.

(viii) Interpretation of the technical specifications and contract documents, wherever required.

(ix) Inspect the works on substantial completion before taking over and indicate to Officer-in-charge the outstanding work to be carried out by the contractor.

(x) Assist Officer in charge to carry out all the functions as stipulated in the contracts executed with the contractors or any other Architectural Consultant engaged for the execution of the project.

(xi) Represent the interest of the Employer, in all matter related to the construction contract and proper execution thereof,

(xii) The Architectural Consultant shall develop a project schedule, project budget and cash flow statement as soon as the major project requirements have been identified, and update periodically.

(xiii) The Employer shall have the right to get the inspection of the work executed through his representatives for quality and quantity check.

14.4.3 Progress of Works

(i) Systematically check the progress of the works and order the initiation of the work which is part of the contract.

(ii) Architectural Consultant shall take corrective measures with respect to items not executed in conformity to the standards as laid down in this document.

(xiv) Maintain an up to date status of all construction activities against the original schedule for completion of works.

(xv) Investigate and assist Employer to initiate early actions with regard to the delays in the execution of works. Architectural Consultant shall explain in the monthly progress and special reports the reasons for delays and explain the actions to be taken/already taken to correct the situation. All reports prepared by the Architectural Consultant shall be objective and shall substantiate any event/ recommendation with factual data and information. The progress reports shall contain the pertinent data indicating the comparison between the projected and the actual work done.

(xvi) Submit method statement of the work indicating timelines for award of various sub works/

14.4.4 Measurement of works and Payment

(i) Measurement of work shall be made online (e-mb) and payments to contractor will be as per PWD Norms.

(ii) Scrutinize and recommend suitable action on the claims raised by the contractor, if any,

(iii) Assist Officer-in-charge in dealing with matters relating to the audit queries and CTE paras.

(xvii) Prepare and submit a detailed statement of closure report of the project on its completion.

14.5 Completion Certificate

(i) Architectural Consultant will prepare and recommend the completion certificate to the Officer in charge on completion of the Project in accordance with the Contract, after due approvals from Competent Authorities.

(ii) Architectural Consultant shall submit and procure completion plans to local bodies for obtaining completion certificate. Similarly fitness certificates for operating lifts/ Escalator shall be obtained by Architectural Consultant.

14.6 MAINTENANCE SCHEDULE :

(i) Architectural Consultant will assist employer to ensure AMC/CMC for all equipment and machinery deployed.

(ii) Final measurement sheets shall be prepared for all building works for carrying out maintenance work.

(iii) Architectural Consultant shall assist Officer in charge for taking necessary steps for rectification of defects, if any, during the defect liability period, in accordance with the Contract.

14.7 PROCUREMENT OF EQUIPMENTS & SERVICES

(i) For preparation of Procurement Plan;

(ii) Review of technical specifications; Pre-qualification (as applicable)

(iii) Assist employer in Pre-bid meetings; Solicitation; Opening of Bids; Evaluation of Proposals.

(iv) Assist CCF-----circle for award of work; issue of contracts/ purchase orders.

(v) QC standards verification / inspection where necessary.

(vi) Assist CCF----circle in Placing purchase order; pre-dispatch inspection and shipment

(vii) Delivery to consignees; liquidated damages on account of delayed deliveries

(viii) Post delivery/ installation inspection; inspection by independent/ accredited agencies

(ix) Contract management, enforcement of warranty and CMC services

(x) Hand-building in initial procurement & management of basic/essential services

14.8 MONITORING & REPORTING

(i) The Architectural Consultant shall employ modern/latest tools for effective monitoring of the entire project at all stages.

(ii) The Architectural Consultant will provide regular reports to the Officer in charge on physical and financial progress of the project and such other aspect and in the format required by Employer.

(iii) The Architectural Consultant will develop suitable systems, processes and management systems for operating all facilities to the desired standards.

(iv) The Architectural Consultant through its concerned personnel shall inspect with Officer in charge during their visit to the Project site. A register shall be maintained for the same.

(v) The Architectural Consultant including its concerned staff shall be present for the monthly/weekly meeting (or any other meeting with regards to the project), held on the site/Head office, any venue as decided by the Employer/Officer in charge. The Architectural Consultant shall submit a report of the said meeting to the Officer in charge, clearly mentioning the actions taken on the instructions given by the Employer/ Office in charge/ or any representative of the Officer in charge.

(vi) The Employer/Officer in charge may at any time, call to be present any Personnel from the Architectural Consultant on the Site/ Head office/ any Venue as decided by the Employer/Officer in charge, as and when required with prior communication.

14.9 REPORTS DURING SUPERVISION OF CONTRACT :

The Consultant will submit to the Officer in charge the following reports :

a) The consultant would give detailed program of completion of each of the activity for which the consultant is responsible. The program may be prepared in the form of Bar charts (CPM/PERT chart or any latest technique) which can be updated with the help of available computer packages.
b) Progress report due on the day fixed by CCF-----------circle for each month/ quarter.

c) Minutes of regular management meeting with contractor.
d) Quarterly progress report (QPR), providing details of progress of project components and, by contract and in aggregate, of physical and financial progress of works.
e) A completion report, two months ahead of the actual end of the assignment, in the scope and format required by the Employer as follows :
   (i) Final Report in hardbound copies.
   (ii) All working drawings prepared in the four Chapters with tracing down.
   (iii) Important data stored in computer diskette/CD/VCD/Hard Drive.
   (iv) Quality Control Test Reports, Statistical Analysis of the Q.C. test carried with standard deviations whenever relevant.
   (v) Any other report dealing with the services as requested by the Employer.

14.10 TERMS :

(1) The consultant shall ensure that, all observations made during the periodic visits by various Inspecting Officers about the quality of work are attended by the contractor.

(2) The Consultant shall approve the Quality Management Plan prepared by the Contractor ensuring compliance with its requirements during the execution of the work. Additional actions listed in the following scope for generating such Quality Management realization has been indicated hereunder. Each quality control requirement needs to be stitched into the overall Quality Management.

(3) The Consultant shall exercise complete day-to-day supervision during construction period of the assigned work, ensuring quality control in accordance with tender stipulations, specifications, drawing and site conditions. The quality control will be exercised at all stages of construction, viz. Approval of materials thereof in proper proportion including prescribing norms for test periodically and acceptability criteria and workmanship at all stages of execution of individual item of work.

(4) The Consultant shall suggest the Employer modifications, if any, due to site conditions and advice on cost variation, on account of extra items and excesses on the contract.

(5) The consultant shall ensure regular and timely flow of working drawings/ instructions.

(6) The consultant shall monitor the progress by using modern methods of control such as computerized critical path method (CPM) chart and submission of progress reports of work executed monthly. Both financial and physical progress reports, with reference to prefixed targets will be prepared. Constant review of progress within prescribed time and cost parameters will have to be done by the Project Management who will also suggest improvements from time to time.

(7) The Consultant shall undertake complete administration and management of contract till expiry of the defect liability period and payment of final dues to the contractor.

(8) The Consultant shall scrutinize 'As built' drawing obtained from the contractors of all works carried out.

(9) The Consultant shall undertake preparation of maintenance Manual in respect of contracted work and further advise the Employer by periodical inspection during the defects liability period on maintenance requirements, if any.

(10) The Consultant shall under verification of work on completion and submitting certificate of completion of work along with completion report in five copies. The project manager will prepare this certificate and furnish the same to the Officer in charge.

(11) The Consultant shall record and verify joint measurement/s of the final bill preparation and finalization of final bills, as per the items and conditions of contract agreement and certificate for release of final payments by Officer in charge. The Consultant shall provide a statement of claims/disputes on a monthly basis. In case no claims are outstanding the Consultant shall provide a certificate to that extent.

(12) The Consultant shall advise the Employer with regard to extra claim/dispute, if any, till the cases are settled. The consultant will also be required to brief the legal adviser/ legal Consultant of the Employer on cases pertaining to the work.

(13) The Consultant shall render to the Employer every assistance, all technical services, guidance or advice on any matter concerning the technical and engineering aspects of the Projects including periodical interaction and also through invited experts on specific subjects with Employers prior approval.

Article 15 : PROJECT DURATION AND ARCHITECTURAL CONSULTANTs REMUNERATION

15.1 The Project duration shall be ------------ months (including Defect Liability Period) from the date of issue of work order to Architectural Consultant or the date on which the site is made available to Architectural Consultant free from all encumbrances, whichever is later.

15.2 The work shall be carried out in accordance with the implementation schedule as defined in the Project Contract with the Contractor/s.

15.3 Officer in charge shall hand over the Project site free of encumbrances, in line with the agreed implementation schedule of the Project.

15.4 Architectural Consultant shall make earnest efforts to get approvals from statutory bodies, within a shortest possible time. However, Architectural Consultant shall not be held responsible for any delay in implementation of the Project due to delays in such approvals.

15.5 In case of any delay in completion of Project due to reason that are not attributable to the Architectural Consultant, the Architectural Consultant shall neither be liable nor responsible.

15.6 Architectural Consultant shall provide a project implementation schedule to Officer in charge from time to time in the form of a bar chart and such other relevant means.

15.7 Schedule of Payment to Consultant shall be as follows :-

15.7.1 Payment Schedule

In consideration of the performance of the agreement, METDB, Nagpur or the concerned APCCF/CCF of FD shall pay to the Architectural – Consultancy Firms in two Phases. i.e.

Phase-I :for Pre-Tender Activities (Excluding statutory service tax) and **Phase-II :**for the Post Tender activities or activities during actual execution of work till completion i.e. PMC work (Excluding statutory service tax). (**Note :-** In case, METDB, Nagpur or APCCF / CCF of FD require the services in Phase – II, separate work order/ internal order will be issued to that effect and the fees would be payable. In case METDB, Nagpur or APCCF / CCF of FD do not need the services in Phase- II, payments for this phase would not be payable. METDB,

Nagpur or APCCF / CCF of FD reserve all rights in employing/ engaging the Architect- Consultant firm in any of the two phases, i.e. Phase-I and Phase-II)

15.7.2 Payment Stages for Pretender Activities [Phase I]

Payment Schedule (Fees for Phase-I)

Sr.No.	State/ Job	% age of Total fees
1	Upon completion of preliminary site investigations and various surveys and submission of reports	10%
2	Upon approval of conceptual architectural drawings and preliminary designs by the METDB or APCCF/CCF of FD	10%
3	Upon submission of proposals for approval / permissions /NOCs to plans from concerned Local Authorities, Electricity Board, Collector etc. and subsequent follow-up.	10%
4	Upon submission of detailed architectural engineering working drawings	15%
5	Upon submission of Detailed Project Report (DPR) along with detailed cost estimates and specifications	15%
6	Upon submission of draft tender papers for construction contract.	5%
7	Upon submission of approved tender papers for construction	10%
8	Upon signing the Contract agreement with Construction	5%
9	Upon submission of working drawings (Design drawings) including revised	20%

15.7.3 Payment of fees during Post Tender activities Phase-II (Fees for Phase- II)

(a) The post tender activities shall come into effect from issue of separate work order to the Architect- Consultant firm for the Phase II assignment.

15.7.4 **(**a) The break-up of payment for Phase II during its period shall be at the percentage rates as prescribed below:

i) During actual execution of the work **:** 95% of the total fee for Phase II over a period of construction

ii) Preparation and submission of final bills :5% of the total fee for Phase II of work (till completion certificate)

(b) The fees during actual execution as stipulated above (95% of total fees for Phase-II), shall be given as per the agreement between the parties

and shall be given in stages as per the progress of work after the deduction of 2% as security deposit. The security deposit will be refunded after defect liability period, if the work done is found without defect.

15.7.5 The empanelled firm will be asked to submit quotations for the specific tourism projects falling under that particular category and in any case the fees payable shall not be more than 2% of estimated cost for Phase- I and 2% estimated cost for Phase- II assignments.

Signed on behalf of CONSULTANT by :	Signed by the Government of Maharashtra through .... :
Signature : Name : Position :	Signature: Name : Position :

Witnessed by :	Witnessed by:
Signature : Name : Address :	Signature : Name : Address :
Date :	Date :